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THE ARAMARK TOWER  
1101 MARKET STREET  
25<sup>TH</sup> FLOOR  
PHILADELPHIA, PA 19107  
215.238.3213

May 16, 2013

Washtenaw County  
Office of the Sheriff  
2201 Hogback Road  
Ann Arbor, MI 48105-9732  
Attention: Sheriff Clayton

Dear Sheriff Clayton:

This letter will confirm ARAMARK Correctional Services, LLC's ("ARAMARK") and the Office of the Washtenaw County Sherriff's (the "Sheriff") agreement to extend the term of the commissary services agreement between the parties ("Agreement"), to add certain technology to the services we are providing and change the commission percentage payable to the Sheriff.

(1) Paragraph 2(A) shall be deleted in its entirety and replaced with the following:

**A. "FACILITIES AND EQUIPMENT:** The Sheriff shall, at its expense, provide ARAMARK with adequate office and storage facilities at the Facility completely equipped and ready to operate together with such heat, and utilities services as may be reasonably required for the efficient performance of the Services. ARAMARK shall be responsible for long distance telephone service. ARAMARK shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK's CORE<sup>®</sup> commissary management information systems (the "CORE<sup>®</sup> System") as necessary to support ARAMARK's commissary operations. ARAMARK shall remove all Computer Equipment upon the expiration or termination of this Agreement. The CORE<sup>®</sup> System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE<sup>®</sup> System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's or the Sheriff's employees to be trained to use the CORE<sup>®</sup> System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder. The CORE System will interface with Archonix, the Jail Management System. ARAMARK shall also provide sixteen (16) infoLink kiosks ("InfoLink Kiosks"). The Sheriff shall be responsible for providing and for the costs associated with providing power to the InfoLink Kiosks as well as Cat 5 data to each InfoLink Kiosk.

The Sheriff shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for any Sheriff-owned equipment. The Sheriff shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the CORE<sup>®</sup> System to support ARAMARK's commissary



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operations. In addition, the Sheriff shall be responsible for development and other costs incurred by ARAMARK that are associated with the Sheriff's third party agreements, such as the agreement covering the Sheriff's or the facility's telephone system.

In addition, should the Sheriff fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from ARAMARK to do so, ARAMARK may, in its discretion and at its option, choose to provide, and bill the Sheriff for, such equipment, repair, maintenance and replacement services or supplies. In that event, the Sheriff shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by ARAMARK. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market."

- (2) Pursuant to Paragraph 5 of the Agreement, the parties hereby agree to amend the first sentence of Paragraph 5 as follows:

"This Agreement shall commence on April 3, 2002 and shall continue through December 31, 2016."

- (3) The parties desire to amend Paragraph 3.D. Financial Arrangements (Commissions) as follows:

"Effective as of the date that the infoLink Kiosks have been installed and are operational, ARAMARK shall pay to the Sheriff a commission in the amount equal to thirty-four percent (34%) of Net Sales Fresh Favorites, iCare and of all Products other than tobacco products, stamps and pre-stamped envelopes and Indigent Products. Within 15 days after the end of each month, ARAMARK shall deliver to the Sheriff, a check covering commissions on Net Sales made during such month."

- (4) The parties agree that the following should be added as Paragraph 3.F "Financial Commitment":

**"F. Financial Commitment:** ARAMARK shall make a financial commitment to Sheriff in an amount up to \$38,000 (the "Financial Commitment). Sheriff agrees to invest the Financial Commitment in wiring and cabling for the infoLink Kiosks at the Facility. Any equipment purchased by ARAMARK on Sheriff's behalf shall be purchased as a "sale-for resale" to the Sheriff. Sheriff shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. Sheriff acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of 3 years, commencing upon the effective date of this Amendment Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Sheriff shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the

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FOR YOU. WITH YOU.**

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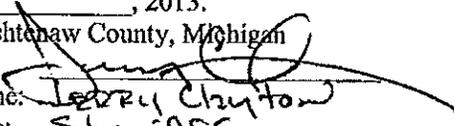
date of expiration or termination. Such interest shall accrue from the effective date of this Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Sheriff agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to ARAMARK."

All other terms and conditions of the Agreement remain unchanged and unaffected by this amendment. Please sign this Letter below to indicate your agreement to these terms.

Sincerely,



Mark R. Adams  
Vice President - Finance  
ARAMARK Correctional Services, LLC

The above is accepted this ____ day of _____, 2013. Washtenaw County, Michigan By:  Name: <u>Jerry Clayton</u> Title: <u>Sheriff</u>
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WASHTENAW COUNTY:

By: Verna J. McDaniel 5/29/13  
Verna J. McDaniel (DATE)  
County Administrator

ATTESTED TO:

By: Lawrence Kestenbaum 5/29/13  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

APPROVED AS TO FORM:

By: Curtis N. Hedger 5-29-13  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel



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